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*Western R. Corp.*, 4 Gray (Mass.) 333; *Joslin v. Grand Rapids Ice Co.*, 50 Mich. 516. But it is also held that the loss of earnings and business engagements is the necessary result of personal injuries and need not be specially pleaded. *Luck v. Ripon*, 52 Wis. 200; *Ehrgott v. New York*, 96 N. Y. 264.

MARINE INSURANCE—INSURANCE ON PROFITS ON CARGO—TOTAL LOSS—ABANDONMENT—PORTION SAVED DELIVERED TO OWNERS AS PART PAYMENT—CANADA SUGAR REF. CO. v. INSURANCE CO. OF NORTH AMERICA, 20 Sup. Court Rep. 239.—Petitioners insured the profits on a cargo of sugar, against total loss only, in the Atlantic Mutual Insurance Co., and shortly afterwards took out another policy in the Insurance Co. of N. A., which is the respondent in this suit. The ship while on her voyage stranded and was abandoned to the Atlantic Co., which succeeded in saving about 300 tons of the sugar, which they sent to Montreal and turned over to the Sugar Company as part payment of their total loss policy. The other Company refused to pay, on the ground that there was not a total loss of goods. *Held*, a recovery of insurance on profits of a cargo under a policy insuring against total loss only, and valuing the profits at the sum insured, will not be prevented where the cargo was abandoned as a total loss, by the fact that other insurers of the cargo subsequently saved a portion of it, and then delivered it to the former owners in part payment, on a settlement of their liability for the total loss of the cargo.

There seems to be some doubt if the words "total loss only" will preclude the insured from recovering where there is simply a constructive total loss. Parsons considers it doubtful (2 *Parsons on Contracts* 389), *Thomson v. Royal Exchange Ass. Co.* 16 East 219, and contra, *Hubner v. Eagle Insurance Co.*, 10 Grey 131. This court, however, holds that there was a total loss as to the owners, since they had abandoned the cargo to one of the underwriters. No formal notice of abandonment was necessary, since, "Actual abandonment dispenses with formal notice."

MARRIED WOMEN'S ACT—COVERTURE—STATUTE OF LIMITATIONS—BLIER v. BOSWELL, 59 Pac. Rep. 798 (Wyo.).—*Held*, upon reason and authority a statute permitting a *feme covert* to sue and be sued alone, does not by implication do away with disability of coverture that excepts her from the statute of limitations.

The weight of authority inclines the other way. The English rule as to her separate estate, even before the Married Women's Property Act, was that the disability was removed; and undoubtedly thereafter. *In re Lady Hastings*, 35 *Chan. Div.* 94; *Lowe v. Fox*, 15 *Q. B. Div.* 667. Such is the New York rule. *Clark v. Gibbons*, 83 N. Y. 107. Contra, Miss., Ohio, North Carolina, and Texas. The reason of the disability, it is conceived, ceases when the *feme covert* is allowed to act as a *feme sole*.

NEGLIGENCE—DEFECTIVE CONSTRUCTION—OWNER'S LIABILITY—BURKE v. IRELAND, 62 N. Y. Supp. 453.—Where the defendant hired an architect to draw plans for a building which were inherently defective, *held*, he cannot evade the liability for injury to a contractor's employe caused by its collapse, as the duty of securing a solid foundation for the building rested on the defendant, though the contractor was negligent in laying the foundation. *Vogel v. Mayor*, 92 N. Y. 10.

Goodrich, P. J., dissented on the ground that the failure of an architect to prepare sufficient plans cannot be imputed to his principal, unless the relation of master and servant or principal and agent exists. *Berg v. Parsons*, 156 N. Y. 109.

PATENTS—ANTICIPATION—PRIOR KNOWLEDGE AND USE.—WELSBACH LIGHT CO. v. AMERICAN INCANDESCENT LAMP CO. ET AL., 98 Fed. 613. *Held*, one applying for a patent in the U. S. for an invention previously made by him